UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA (Richmond Division)

In re: Raashon Aziz)
SSN: xxx-xx-5658) Bankruptcy No: 13-33473
13747 West River Road) Chapter 13
Palmyra, VA 22963)
Debtors)
JPMORGAN CHASE BANK, N.A.)
)
Movant)
)
V)
)
RAASHON AZIZ)
CARL M. BATES, TRUSTEE)
)
Respondent	,)

NOTICE OF MOTION(S)

JPMorgan Chase Bank, N.A. has filed papers with the court to Grant Relief from the Automatic Stay.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the motion (or objection), or if you want the court to consider your views on the motion (or objection), then on or before May 8, 2014 you or your attorney must:

[x] File with the court, at the address shown below, a written request for a hearing or a written response pursuant to Local Bankrutpcy Rule 9013-1(H)]. If you mail your request for hearing (or response) to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.

Clerk of the Court U.S. Bankruptcy Court 701 E. Broad Street, Suite 4000 Richmond, VA 23219-3525 You must also mail a copy to:

Matthew D. Huebschman, Esq. SHENANDOAH LEGAL GROUP P.C. P.O. Box 75 Roanoke, VA 24002-0075

Rudolph C. McCollum, Jr. P O Box 4595 Richmond, VA 23220

Carl M. Bates, Trustee P O Box 1819 Richmond, VA 23218

[x] Attend the hearing on the motion (or objection) scheduled to be held on May 21, 2014 at 9:30 a.m. in the United States Bankruptcy Court, 701 E Broad Street, Richmond, VA, Courtroom 5000.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Date: April 24, 2014 /s/ Matthew D. Huebschman

Matthew D. Huebschman, Esq. SHENANDOAH LEGAL GROUP P.C. P.O. Box 75
Roanoke, VA 24002-0075
Virginia State Bar No. 44181
Counsel for JP Morgan Chase Bank mhuebsch@shenlegal.com

Certificate of Service

I hereby certify that on April 24, 2014, I mailed or hand-delivered a true copy of the foregoing Notice of Motion (or Objection) to the parties listed on the attached service list.

/s/ Matthew D. Huebschman

Rudolph C. McCollum, Jr. P O Box 4595 Richmond, VA 23220

Carl M. Bates, Trustee P O Box 1819 Richmond, VA 23218

Raashon Aziz 13747 West River Road Palmyra, VA 22963

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CARL M. BATES, TRUSTEE)
)
Respondent)

MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW JPMorgan Chase Bank, N.A., (hereinafter referred to as "Movant"), and moves the Court for relief from the automatic stay pursuant to U.S.C. §362 (d) on following described personal property, to-wit:

2005 Chevrolet Truck VIN: 3GNFK16Z75G230502

- 1. Movant is the owner, and holder of purchase money security interests on the above described property.
- 2. This is a motion pursuant to 11 U.S.C. Sec. 362 (d) and Fed. R. Bankr. P. 4001 seeking relief from the automatic stay in bankruptcy.

Proponent of Motion
Matthew D. Huebschman, Esq., VSB 44181
Of Counsel to Movant
P.O. Box 75

Roanoke, VA 24002-0075 mhuebsch@shenlegal.com

- 3. The debtor, Raashon Aziz has defaulted in the payments to the Trustee under the terms of her confirmed Chapter 13 plan.
- 4. There is due and owing to Movant on the above described properties in the sum of \$16,085.86 together with interest, costs and attorney's fees, along with such expenses of retaking and refurbishing as are necessary to sell the personal property under Article 9 of the Uniform Commercial Code.
- 5. Debtor is unable or unwilling to provide adequate protection to Movant and the automatic stay is resulting in a decrease in the value of Movant's interest in the subject property.

NOTICE

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not wish the Court to grant the relief sought in this motion, or if you want the court to consider your views on the motion, then within fourteen (14) days from the date of service of this motion, you must file a written response explaining your position with the Court and serve a copy on the movant, JPMorgan Chase Bank, N.A., c/o Shenandoah Legal Group, P.C. Unless a written response is filed and served within this fourteen day period, the Court may deem opposition waived, treat the motion as conceded, and issue an order granting the requested relief without further notice of hearing.

If you mail your response to the Court for filing, you must mail it early enough so the Court will received it on or before the expiration of the fifteen day period.

You will be notified separately by the Clerk of the hearing date on the motion.

WHEREFORE, JPMorgan Chase Bank, N.A. moves the Court for relief from the automatic stay pursuant to 11 U.S.C. §362 to permit Movant to seek relief under state law remedies of the sale of the property and application of the proceeds to the indebtedness, and for such other and further relief as may be necessary and just.

Respectfully submitted, JPMorgan Chase Bank, N.A.

By://s/ Matthew D. Huebschman
Of Counsel

Matthew D. Huebschman, Esq. (VSB# 44181)
Of Counsel to Plaintiff
SHENANDOAH LEGAL GROUP, P.C.
P.O. Box 75
Roanoke, VA 24002
(540) 344-4490

mhuebsch@shenlegal.com

Certificate of Service

I hereby certify that on April 24, 2014, I mailed or hand-delivered a true copy of the foregoing Notice of Motion (or Objection) to the parties listed on the attached service list.

/s/ Matthew D. Huebschman

Rudolph C. McCollum, Jr. P O Box 4595 Richmond, VA 23220

Carl M. Bates, Trustee P O Box 1819 Richmond, VA 23218

Raashon Aziz 13747 West River Road Palmyra, VA 22963

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number

Buyer Name and Add (including County on			Co-Buyer Name : (Including Count)			Creditor-Seller (Name and Address))
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Name of Gap Contract

want to buy a gap compact. Buyer Stars X

you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract you change your mind. This notice does not apply to home solicitation sales. COOLING OFF PERIOD

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract, aking with all other documents signed by you in connection with the purchase of the vehicle, compriss the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract, (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relains to this contract (if) any change to this contract must be in writing and the assignee must sign it; and by ooral changes are binding.

Buyer Signs X A A Contract Contract Signs X I Buyer Signs X I Buyer Signs X I Buy part of this contract is not valid, all other parts stay valid. We may celay or retrain from enforcing any of our rights under this contract without lessing them. For example, we may extend the time for making some payments without extending the time.

See back for other Important agreements, NO LIABILITY INSURANCE INCLUDED

Keep it to protect your legal rights,

NOTICE TO RETAIL BUYER: Do not sign this confract in blank. You are entitled to a copy of the contract at the time you sign

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire dept. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract. You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it. Suiragi X 65/146284 Jer Signs X Other owner signs here X Seller signs 1000 170 to 5000 Date Date Buyer Signs X Rual Land

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ORIGINAL LIENHOLDER

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- How we will figure the Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take ... the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller finel payment. We will send you a notice telling you about these changes before the final scheduled payment is
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned
- and unpaid part of the Finance Charge; and all other amounts due up to the date of your payment. Your right to refinance a balloon payment. A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional peri-odic payments will not be more than 10% greater than the regularly scheduled installment payments.

YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest.
 - You give us a security Interest in:
 - the vehicle and all parts or goods put on its All money or goods received (proceeds) for the
 - All insurance, maintenance, service, of other contracts we finance for you; and All organized to the contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

Insurance you must have on the vehicle.
You agree to have physical damage insurance covering loss of or damage to the vehicle for the form of this contract. The insurance must cover our interest in the vahicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance, if we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you: must pay. The charge will be the premium of the insurance

- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:

 - You pay any payment (plus any late charges) more than 10 days late or not at all;
 You give us talse, incomplete, or misfeading information on a credit application; 17 17 3
 You start a proceeding in bankruptcy or roner is
 - started against you or your property; or
 - You break any agreements in this contract

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the

- Finance Charge, any late charges, and any amounts due because you defaulted.

 You may have to pay collection costs, if we hire an attorney to collect what you owe, you will pay the attorney's rise and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- We may take the vehicle from you, if you default, we we may take the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle, if we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle, if any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these-items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we row you can get the venicle back it we take it in we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle. We will self the vehicle if you do not get it back. If you do not redeem, we will self the vehicle. We will send you
- a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highestifawfulrate until you pay. What we may do about optional insurance, mainte-

nance, service or other contracts: This contract may contain charges for optional insurance, maintenance, ser-vice, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain retunds of unearned charges to reduce what you owe.

WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the direction of such warranty. to the duration of such written warranty or service contract.

This provision does not affect any warrantles covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

 Spanish Translation: Guia pera compradores de
 - vehículos usados. La información que ve en el

Case 13-33473-KRH Doc 17 Filed 04/24/14 Entered 04/24/14 13:42:09 Desc Main Page 10 of 12 Document

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(lien) in the vehicle.

Insurance you must have on the vehicle, You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you-mustpay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you

owe or repair the vehicle.

What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service; or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract, information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de

VSI and Optional Insurance

r-verita:

Choice of Insurer. If vendor's single interest insurance is required (as indicated on the front), or if you desire optional insurance, such as credit life insurance or credit disability Insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

in contribution and

Servicing and Collection Contacts.

You agree that we may try to contact you in writing, by email, or using prerecorded/artilicial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

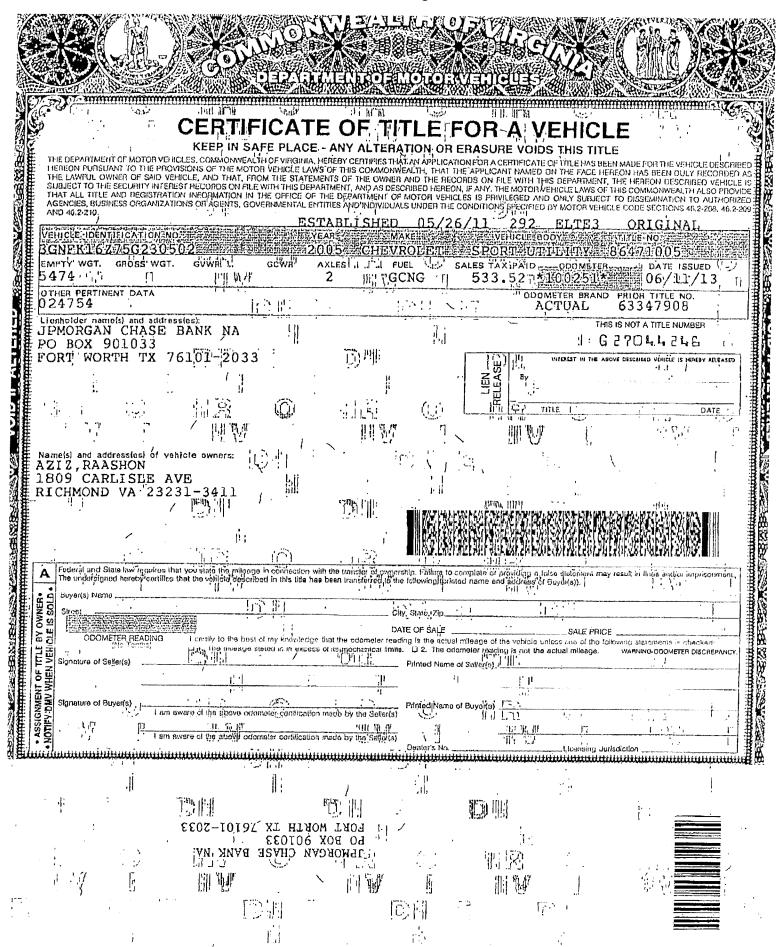
Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Form No. 553-VA Rev. 4/10 (A8.10)



Date Range:

Adjusted Value*:

Base: Mileage djustment: Options djustment:	Rough Trade-In \$6,725 \$0 \$0	Average Trade-In \$8,000 \$0	Clean Trade-In \$9,050 \$0 \$0	Clean Loan \$8,150 \$0 \$0	Clean Retail \$11,950 \$0 \$0		
Base: Mileage Ijustment:	Rough Trade-In \$6,725	Average Trade-In \$8,000 \$0	Clean Trade-In \$9,050	Clean Loan \$8,150	Clean Retail \$11,950 \$0		
Base:	Rough Trade-In \$6,725	Average Trade-In \$8,000	Clean Trade-In \$9,050	Clean Loan \$8,150	Clean Retail \$11,950		
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Guide Values		Print Rep	orts		Mulochick		
MSRP: \$40),650		Weight: 5,4	74			
Mileage: 11	7,500		Adjustment	: \$0			
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Serles: Su	ıburban-V8	}			Ę		Towing/Camper Pkg
Make: CI	HEVROLET	TRUCK					☐ Snow Plow Pkg./Plo
Year: 20	005				 \sigma		☐ Rear Bucket Seats ☐ Rear Entertainment
Reference #:							Power Sunroof
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Region: C	4 1						

\$0.00

NADA Auction Values are weekly wholesale valuations that directly

Low Auction Average Auction High Auction

\$0.00

\$0.00

^{*} Because this vehicle is older than 2006, it has no NADA Auction Values. We are only valuing vehicles from model year 2006 and later.